# augustschell



#### GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA  $Advantage!^{(\mathbb{R})}$ , a menu-driven database system.

The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title: General Purpose Commercial Information Technology Equipment, Software and Services

FSC Group: Class 70

FSC Classed/Product codes and/Service Codes:

#### PSC CLASS 7030-INFORMATION TECHNOLOGY SOFTWARE

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified
FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except
	"Voice" and Pager Services

Contract number: GS-35F-0794M

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: September 17, 2012 through December 16, 2018

#### Current through Mod PO-0078, effective September 10, 2018

 August Schell Enterprises

 51 Monroe Street, Suite 1802, Rockville, MD 20850

 Tel: (301) 838-9470

 Fax: (301) 838-9471

www.augustschell.com

Business size: Small business.

#### Accepted GSA Mass Mods

Mod #	Title	Acceptance Date
A013	Schedule 70 Refresh 24	11/1/2009
A095	Schedule 70 Refresh 26	7/15/2010
A112	Authorized Negotiators	4/26/2011
A160	Schedule 70 Refresh 27	7/5/2011
A188	Schedule 70 Refresh 28	2/22/2012
A197	Schedule 70 Refresh 29	2/27/2012
A215	Schedule 70 Refresh 30	4/4/2012
A308	Schedule 70 Refresh 31	3/18/2013
A344	Removal of Clause I-FSS-125	1/24/2014
A345	Schedule 70 Refresh 32	5/29/2014
A377	Schedule 70 Refresh 33	7/26/2014
A403	Schedule 70 Refresh 34	1/21/2015
A454	Schedule 70 Refresh 35	7/30/2015
A491	Schedule 70 Refresh 36	4/17/2016
A509	Transactional Data Reporting (TDR)	12/2/2016
A518	Schedule 70 Refresh 37	4/18/2016
A519	Schedule 70 Refresh 38	9/19/2016
A525	Schedule 70 Refresh 39	12/2/2016
A529	Schedule 70 Refresh 40	02/28/2017
A595	Schedule 70 Refresh 45	11/19/2017
A580	Solicitation refreshment updating Clauses / Term and Conditions	03/16/2018

#### **CUSTOMER INFORMATION:**

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices:

SIN 132-32 – TERM SOFTWARE LICENSE: See pages 23 to 28.

SIN 132-33 - PERPETUAL SOFTWARE LICENSE: Reserved.

SIN 132-34 – SOFTWARE MAINTENANCE AS A SERVICE: Reserved.

SIN 132-50 – CLASSROOM TRAINING: See pages 23 to 28.

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES: See page 19.

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES: See pages 23 to 28.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN 132-32: Brightcove item 47-3TS-500K-GB for \$.013.
 SIN 132-33: Reserved.
 SIN 132-34: Reserved.
 SIN 132-50: Brightcove item 47-12TR-PPPD for \$296.52.
 SIN 132-51: Analyst for \$54.01.
 SIN 132-52: Red Hat item MCT0697 for \$5.54.
 August Schell Enterprises

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

2. Maximum order: \$500,000

3. Minimum order: \$100

4. **Geographic coverage (delivery area):** The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, and authorized GSA Schedule users located outside the continental U.S.

5. Point of production: Rockville, Montgomery County, Maryland.

6. **Discount from list prices or statement of net price**: Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts: All prices are net, no additional discounts are offered.

8. Prompt payment terms: Prices are net 30 days from receipt of invoice or date of acceptance, whichever is later.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Accepted.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Accepted.

10. Foreign items: Not applicable.

11a. Time of delivery.

SIN	Delivery After Receipt of Order
132-32, 132-33 and 132-34	30 Days
132-50	Per Class Schedule or as Mutually Agreed
132-51	As negotiated between the Government and August Schell Enterprises
132-52	As negotiated between the Government and August Schell Enterprises

11b. **Expedited Delivery**: Can be arranged on a case by case basis for an additional fee. Customers should call for pricing and product availability.

11c. **Overnight and 2-day delivery**: Can be arranged on a case by case basis for an additional fee. Customers should call for pricing and product availability.

11d. Urgent Requirements: Can be arranged on a case by case basis for an additional fee. Customers should call for pricing and product availability.

12. F.O.B: Destination.

13a. Ordering address:

August Schell Enterprises 51 Monroe Street, Suite 1802 Rockville, MD 20850 13b. **Ordering procedures**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:

August Schell Enterprises 51 Monroe Street, Suite 1802 Rockville, MD 20850

15. Warranty provision: See price list.

16. Export packing charges: Not applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Not applicable.

18. Terms and conditions of rental, maintenance, and repair: Not applicable.

19. Terms and conditions of installation: Not applicable.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not applicable.

20a. Terms and conditions for any other services: See pages 10 to 13.

21. List of service and distribution points: Not applicable.

#### 22. List of participating dealers:

B7 Inc, LLC 51 Monroe Street Suite 805 Rockville, MD 20850 301-509-3301

Carahsoft Technology Corporation 1860 Michael Faraday Drive Suite #100 Reston, VA 20190

ProTegus 21351 Gentry Drive Suite 270 Sterling, VA 20166

23. Preventive maintenance: Not applicable.

24a. **Special attributes such as environmental attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.)

The EIT standards can be found at: <u>www.Section508.gov</u>/.

#### 25. Data Universal Number System (DUNS) number: 877238592.

26. Notification regarding registration in the System for Award Management (SAM.gov) database: Yes. August Schell Enterprises Pg 4

#### TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

# 1. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

## 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

## 3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

See Price List.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

## 4. **TECHNICAL SERVICES**

The contractor, without additional charge to the Government, shall provide a hot line technical support number 888-66-2724 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8a.m. Eastern Time to 5 p.m. Eastern Time.

#### 5. **SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

# 6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

Not available under the scope of this contract.

## 7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not available under the scope of this contract.

## 8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow

other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

# 10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Software conversions are not available under the scope of this contract.

# 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

All equipment compatibility or supported hardware functions applicable to the Contractor's products are set forth in the Contractor's or Manufacturer's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the Government is advised to contact the Contractor.

# 12. **RIGHT-TO-COPY PRICING**

Right to copy is limited solely for the purpose of system backup.

## TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

#### 1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

#### 3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

#### 4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

## 5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

# 6. **PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

b. \*\*If applicable\*\* For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the

Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

## 9. "NO CHARGE" TRAINING

Not applicable.

## TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

## 1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. **PERFORMANCE INCENTIVES** I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

#### 3. **ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## 4. **PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## 5. **STOP-WORK ORDER** (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 6. **INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

# 8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## 9. **INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products.

Invoices shall be submitted monthly for recurring services performed during the preceding month.

# 12. **PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### 13. **RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### 14. **INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## 15. **APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

#### FORMAL EDUCATION SUBSTITUTION:

Ph.D. in Computer Science, Mathematics, Information Systems, Engineering, Accounting, Finance, or other related scientific, professional or technical discipline will be considered equivalent to two years specialized experience and three years general experience.

Masters Degree in any of the above disciplines will be considered equivalent to one year specialized experience and three years general experience.

Bachelor's Degree in any of the above disciplines will be considered equivalent to three years general experience.

Associates of Arts degree in any of the above disciplines will be considered equivalent to one and a half years of general experience. Vendor Certifications add 3 months of specific experience.

## SENIOR TECHNICAL CONTRACTOR-ENTERPRISE SOLUTIONS:

<u>SpecificExperience</u>: Minimum of Bachelor's Degree and six (6) years of technology specific consultative expertise. Technology area certificates or progress towards certificates are required.

<u>Duties</u>: Acts independently on the most specialized phases of system design, implementation, analysis and programming. Leads and participates in major system studies and implementations. Investigates leading edge information technologies and applies it to the client environment. Functions as the technical expert during product presentations to clients. Possesses industry-leading expertise in a technology area such as networking, electronic business or software applications. Specific examples include leading edge expertise with technology manufacturers such as Netscape, Microsoft, Oracle, Microstrategy, iPlanet, CISCO, etc. Able to provide consultative technical support at the very highest levels of the enterprise.

#### SENIOR CONTRACTOR – ENTERPRISE SOLUTIONS:

<u>SpecificExperience</u>: Bachelor's Degree in Computer Science or equivalent (mathematics, statistics, environmental sciences, etc) and at least four (4) years of experience using specific application software packages. Able to work with other senior technical and user staff to complete projects.

<u>Duties</u>: Able to plan, design, configure, develop, modify, test and install enterprise applications such as Oracle, Netscape, Peoplesoft, BAAN, SAP, Network Management Software, iPlanet and Microstrategy. Able to translate systems/subsystems designs and detailed designs into operational systems. Able to provide advice and resolve issues regarding application designs, technical architectures, software interfaces, data conversion, testing, operations and user support. Able to provide assistance and guidance to less experienced technical staff.

#### CONTRACTOR -ENTERPRISE SOLUTIONS:

<u>SpecificExperience</u>: Bachelor's Degree and two (2) years of technology specific consultative expertise. Technology area certifications or progress towards certifications are required.

<u>Duties</u>: Possesses industry-leading expertise in a technology area such as networking, electronic business or software applications. Specific examples include leading edge expertise with technology manufacturers such as Netscape, Microsoft, Oracle, Microstrategy, iPlanet, CISCO, etc. Able to provide consultative technical support at the very highest levels of the enterprise.

#### SENIOR PROGRAM MANAGER:

GeneralExperience: This position requires fifteen years' experience plus educational degree or equivalent experience.

<u>SpecificExperience</u>: Must have at least ten years' experience plus educational degree or equivalent experience. Must have project development experience from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

<u>Duties</u>: Prior experience as the project lead or project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the officer working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level (COR(s), government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

## PROGRAM MANAGER:

GeneralExperience: This position requires twelve years' experience plus educational degree or equivalent experience.

<u>SpecificExperience</u>: Must have at least seven years' experience plus educational degree or equivalent experience. Must have project development experience from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

<u>Duties</u>: Prior experience as the project lead or project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the officer working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level (COR(s), government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

## PRINCIPAL SENIOR ADVISOR

<u>General Experience</u>: Must have twelve (12) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming plus educational degree or equivalent experience.

<u>SpecializedExperience</u>: At least eight (8) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design and documentation preparation.

<u>Duties</u>: Must be capable of applying enterprise-wide set of disciplines for planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Must be capable of performing enterprise-wide strategic systems planning, information planning, business and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools: such as Integrated or Web/Internet CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.

## PRINCIPAL ANALYST

General Experience: Must have ten (10) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods plus education degree or equivalent experience.

<u>SpecializedExperience</u>: At least five (5) years of specialized experience including: demonstrated experience working with system architect with WebObjects, Java, Visual C++, Delphi, Cobol, SQL, and third/fourth generation languages in the design and implementation of systems and using client/server, web/internet or mainframe database management systems. General experience includes increasing responsibilities in software engineering activities and strong knowledge of applicable standards.

<u>Duties</u>: Must be capable of applying enterprise-wide set of disciplines for planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Must be capable of performing enterprise-wide strategic systems planning, information planning, business and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools such as Integrated or Web/Internet based CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.

## INFORMATION ANALYST

<u>General Experience</u>: Must have five (5) years of experience in developing, designing and implementation of information engineering projects plus educational degree or equivalent experience.

<u>SpecializedExperience</u>: At least three (3) years of specialized experience including: demonstrated experience working with system architect with WebObjects, Java, Visual C++, Delphi, Cobol, SQL, and third/fourth generation languages in the design and implementation of systems and using client/server, web/internet or mainframe database management systems. General experience includes increasing responsibilities in software engineering activities and strong knowledge of applicable standards.

<u>Duties</u>: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

## COMPUTER SPECIALIST

<u>General Experience</u>: Must have two (2) years of experience in developing, designing and implementation of information engineering projects plus educational degree or equivalent experience.

<u>SpecializedExperience</u>: At least one (1) year of specialized experience including demonstrated experience working with WebObjects, Java, Visual C++, Delphi, Cobol, SQL, and third/fourth generation languages in the design and implementation of systems and using client/server, web/internet or mainframe database management systems.

<u>Duties</u>: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

## SENIOR DATABASE ADMINISTRATOR

<u>GeneralExperience</u>: Must have seven (7) years of experience in the development and maintenance of database systems plus educational degree or equivalent experience. Typical DBMS systems Oracle, Sybase, DB2, SQLServer, Informix.

<u>SpecializedExperience</u>: At least five (5) years of experience with database management systems, system design and analysis, logical and physical database design, tuning and optimizing, operating systems software, and internal and data manipulation languages.

<u>Duties</u>: Must be capable of managing the development of database projects and be able to plan, budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Incumbent must be able to prepare and deliver presentations on database management systems (DBMS) concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

## DATABASE ADMINISTRATOR

<u>General Experience</u>: Must have six (6) years of experience in DBMS systems analysis and programming plus educational degree or equivalent experience. Typical DBMS systems Oracle, Sybase, DB2, SQLServer, Informix

<u>SpecializedExperience</u>: At least three (3) years experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals, logical and physical database design, tuning and optimizing.

<u>Duties</u>: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements and maintains database back-up and recovery procedures for the processing environments and ensures data integrity, security and recoverability are built into the DBMS applications.

#### JUNIOR DATABASE ADMINISTRATOR

<u>General Experience</u>: Must have three (3) years of experience in DBMS systems analysis and programming plus educational degree or equivalent experience. Typical DBMS systems Oracle, Sybase, DB2, SQLServer, Informix

<u>Specialized Experience</u>: At least one (1) year experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals, tuning and optimizing.

<u>Duties</u>: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements and maintains database back-up and recovery procedures for the processing environments and ensures data integrity, security and recoverability are built into the DBMS applications.

## SENIOR DATA ANALYST

<u>GeneralExperience</u>: Must have seven (7) years general experience plus educational degree or equivalent experience. Specialized Experience: Four years specialized as a Business Analyst or Functional Analyst or Requirements Analyst, Data or Computer Systems Analyst. Specialized experience includes: superior functional knowledge of task order specific requirements, or developing functional requirements for complex integrated IT systems and the various modules. Demonstrate ability to work independently or general direction.

<u>Duties</u>: Manage and analyze user needs, determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide supervision and direction to support staff.

#### MANAGEMENT ANALYST

<u>GeneralExperience:</u> Must have five (5) years general IT experience plus educational degree or equivalent experience. Specialized Experience: Three years specialized as a Business Analyst or Functional Analyst or Requirements Analyst, Data or Computer Systems Analyst. Specialized experience includes: functional knowledge of task order specific requirements, or developing functional requirements for complex integrated IT systems and the various modules. Demonstrate ability to work independently or general direction.

<u>Duties</u>: Manage and Analyze user needs, determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide supervision and direction to support staff.

## SYSTEMS ANALYST

GeneralExperience: Must have two (2) years' experience plus educational degree or equivalent experience.

<u>SpecializedExperience</u>: One solid year paid experience as a Business Analyst or Functional Analyst or Requirements Analyst, Data or Computer Systems Analyst.

Specialized experience includes: superior functional knowledge of task order specific requirements, or developing functional requirements for complex integrated IT systems and the various modules. Demonstrate ability to work independently or general direction.

<u>Duties</u>: Manage and analyze user needs, determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide supervision and direction to support staff.

#### APPLICATION PROGRAMMER

<u>General Experience</u>: Must have seven (7) years of experience plus education degree or equivalent experience in managing, designing, developing and implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

<u>SpecializedExperience</u>: At least five (5) years of experience specialized experience includes: demonstrated experience working, system architect with Java, C/C++, SQL, and third/fourth generation languages in the design and implementation of systems and using client/server, web/internet or mainframe database management systems. General experience includes increasing responsibilities in software engineering activities and strong knowledge of applicable standards.

<u>Duties</u>: Must be capable of applying enterprise-wide set of disciplines for planning, analysis, design and construction of information systems on an enterprise –wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Must be capable of performing enterprise-wide strategic systems planning, information planning, business and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools: such as Integrated or Web/Internet based CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.

## JR. APPLICATION PROGRAMMER

<u>General Experience</u>: Must have three (3) years of experience plus education degree or equivalent experience in developing, designing and implementation of information engineering projects.

<u>SpecializedExperience</u>: At least two (2) years of experience specialized experience includes: demonstrated experience working with Java, C/C++, Delphi, Visual Basic, SQL, and third/fourth generation languages in the design and implementation of systems and using client server, web/internet, or mainframe database management systems. General experience includes increasing responsibilities in software engineering activities and strong knowledge of applicable standards.

Duties: Analyzes functional business applications and design specifications for functional activities.

Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

## ANALYST

<u>GeneralExperience</u>: Must have one (1) year experience plus educational degree or equivalent experience.

<u>SpecializedExperience</u>: Six months paid experience as a Business Analyst or Functional Analyst or Requirements Analyst, Data or Computer Systems Analyst.

<u>Specialized experience includes</u>: superior functional knowledge of task order specific requirements, or developing functional requirements for complex integrated IT systems and the various modules. Demonstrate ability to work independently or general direction.

<u>Duties</u>: Manage and analyze user needs, determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide supervision and direction to support staff.

#### **RESOURCE PLANNER**

<u>General Experience:</u> Must have two (2) years' experience in any IT area plus educational degree or equivalent experience. Specialized Experience: At least one (1) year specialized experience including preparing technical documentation, which is to include researching for applicable Government and industry documentation standards. General experience includes technical writing and documentation experience pertaining to all aspects of ADP. Demonstrated ability to work independently or under only general direction. Affiliation with American Library Association desirable.

<u>Duties</u>: Gathers, analyzes, and composes technical information. Conducts research and ensure the use of proper nontechnical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. Develops Library Management Systems using HTML, xml, Web Page design programs, Adobe PhotoShop and Adobe Illustrator. Extensive experience proofreading, editing professional literature via the library's press releases, including local and national newsletters.

Labor Category	Part #	GSA Rate
Senior Technical Contractor-Enterprise Solutions	ES01	\$291.83
Senior Contractor-Enterprise Solutions	ES02	\$265.08
Contractor-Enterprise Solutions	ES03	\$237.11
Senior Program Manager	PA01	\$243.19
Program Manager	PA02	\$182.39
Principal Senior Advisor	PA03	\$153.81
Principal Analyst	PA04	\$131.47
Information Analyst	PA05	\$107.06
Computer Specialist	PA06	\$88.10
Senior Database Administrator	DB01	\$107.42
Database Administrator	DB02	\$79.80
Junior Database Administrator	DB03	\$60.57
Senior Data Analyst	A01	\$107.42
Management Analyst	A02	\$88.38
Systems Analyst	A03	\$68.13
Application Programmer	PROG01	\$90.32
Jr. Application Programmer	PROG02	\$77.10
Analyst	A04	\$54.01
Resource Planner	RP01	\$61.37

#### TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

## 1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

# 2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

## 3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

## 4. **DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

## 5. **INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

## 6. **ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## 7. **PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

## 8. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## 9. **RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## 10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

## 11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

See Price List.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

## 12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

## 13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

## 14. **MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

# 15. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.
- (b) Describe charges, if any, for additional usage guidelines.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-32	3Play Media	20-1TS-1K	Prepay >1,000 hours. Transcription & Captioning Services per hour of content. 1000 hr minimum prepurchase. Includes all transcript and caption output formats, post processing transcript editing, indefinite storage, standard 3-5 business day turnaround.	\$122.63	0
132-32	3Play Media	20-1TS-249	Prepay 100 – 249 hours. Transcription & Captioning Services per hour of content. 100 hr minimum prepurchase. Includes all transcript and caption output formats, post processing transcript editing, indefinite storage, standard 3-5 business day turnaround.	\$134.04	0
132-32	3Play Media	20-1TS-499	Prepay 250 – 499 hours. Transcription & Captioning Services per hour of content. 250 hr minimum prepurchase. Includes all transcript and caption output formats, post processing transcript editing, indefinite storage, standard 3-5 business day turnaround.	\$131.18	0
132-32	3Play Media	20-1TS-99	Prepay 0 - 99 hours. Transcription & Captioning Services per hour of content. No minimum prepurchase. Includes all transcript and caption output formats, post processing transcript editing, indefinite storage, standard 3-5 business day turnaround.	\$142.60	0
132-32	3Play Media	20-1TS-999	Prepay 500 – 999 hours. Transcription & Captioning Services per hour of content. 500 hr minimum prepurchase. Includes all transcript and caption output formats, post processing transcript editing, indefinite storage, standard 3-5 business day turnaround.	\$128.33	0
132-32	3Play Media	20-1TS-SCH	Surcharge for extremely difficult files (poor audio, heavy accents, background noise, many speakers)	\$57.04	0
132-32	Brightcove	47-10TS-3MO	Pro Platform Agency Unlimited Campaign Subscription - unlimited on- demand videos, streams, and delivery for 3 mos 1 account - 1 agency client brand	\$38,819.14	90
132-32	Brightcove	47-10TS-6MO	Pro Platform Agency Unlimited Campaign Subscription - unlimited on- demand videos, streams, and delivery for 6 mos 1 account - 1 agency client brand	\$69,874.46	90

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SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-32	Brightcove	47-11PSv	24/7 Priority Support Fee - Annual Minimum	\$29,652.39	90
132-50	Brightcove	47-12PSv-FULL	Best Practices / Full Day	\$1,976.83	90
132-50	Brightcove	47-12PSv-HALF	Best Practices / Half Day	\$1,235.52	90
132-50	Brightcove	47-12TR-PD	Customized Instructor Led Training - Onsite - per day	\$4,942.07	90
132-50	Brightcove	47-12TR-PPPD	Customized Instructor Led Training - Online - per person per day	\$296.52	90
132-32	Brightcove	47-13PSv-4HR	Live Streaming Special Event Support - per event up to 4 hours	\$988.41	90
132-51	Brightcove	47-13PSv- 508IMP	508 Implementation	\$14,826.20	90
132-32	Brightcove	47-13PSv- ADDHR	Live Streaming Special Event Support Extension - per Additional hour	\$247.10	90
132-51	Brightcove	47-13PSv-HR	Professional Services hourly rate	\$247.10	90
132-32	Brightcove	47-13PSv-LIVE	Pages Live Implementation	\$49,420.65	90
132-32	Brightcove	47-13PSv-SEO	Pages SEO Implementation	\$49,420.65	90
132-51	Brightcove	47-13PSv-WK	Professional Services weekly rate	\$9,884.13	90
132-32	Brightcove	47-1TS-10U	Pro Starter Platform Subscription - per year including 700,000 streams / 7 TB delivery / 1 TB managed content / 10 users / 1 account	\$17,468.61	90
132-32	Brightcove	47-1TS-CNTF	Pro Starter Additional Managed Content Fee - per GB per month	\$1.94	90
132-32	Brightcove	47-1TS-DF	Pro Starter Additional Delivery Fee - per GB per year	\$0.63	90
132-32	Brightcove	47-1TS-STRM	Pro Starter Additional Stream Fee - per 1000 streams	\$8.74	90
132-32	Brightcove	47-2TS-10U	Pro Platform Subscription - per year including 2.4 million streams / 10 TB delivery / 1 TB Managed Content / 10 users / 1 acct.	\$28,629.12	90
132-32	Brightcove	47-2TS-LIVE	Live Event Package - one (1) 30 day window including 200,000 streams / 2 TB delivery / 1 TB managed content / 10 users / 1 account / 4hrs Live Support	\$4,852.39	90
132-32	Brightcove	47-3TS-1.2B	Additional Stream Fee - per 1000 streams for 960,000,001 - 1,200,000,000 streams per year	\$0.88	90
132-32	Brightcove	47-3TS-1.6B	Additional Stream Fee - per 1000 streams for 1,200,000,001 - 1,600,000,000 streams per year	\$0.86	90
132-32	Brightcove	47-3TS-1.6B+	Additional Stream Fee - per 1000 streams for 1,600,000,000+ total streams per year	\$0.83	90
132-32	Brightcove	47-3TS-100K- GB	Additional Delivery Fee - per GB for 50,001-100,000 GB per year	\$0.20	90

SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-32	Brightcove	47-3TS-100U	Enterprise 50 Platform Subscription - per year including 2.4 million streams / 10 TB delivery / 3TB managed content / 100 users / 50 accts.	\$82,490.68	90
132-32	Brightcove	47-3TS-10k-GB	Additional Managed Content Fee - per GB per month for 5001-10,000 GB	\$0.52	90
132-32	Brightcove	47-3TS-120M	Additional Stream Fee - per 1000 streams for 90,000,001-120,000,000 total streams per year	\$1.26	90
132-32	Brightcove	47-3TS-12M	Additional Stream Fee - per 1000 streams for 4,800,001-12,000,000 total streams per year	\$3.15	90
132-32	Brightcove	47-3TS-175K- GB	Additional Delivery Fee - per GB for 100,001-175,000 GB per year	\$0.18	90
132-32	Brightcove	47-3TS-180M	Additional Stream Fee - per 1000 streams for 120,000,001- 180,000,000 total streams per year	\$1.14	90
132-32	Brightcove	47-3TS-240M	Additional Stream Fee - per 1000 streams for 180,000,001 - 240,000,000 streams per year	\$1.09	90
132-32	Brightcove	47-3TS-24M	Additional Stream Fee - per 1000 streams for 12,000,001-24,000,000 total streams per year	\$2.67	90
132-32	Brightcove	47-3TS-250K- GB	Additional Delivery Fee - per GB for 175,001-250,000 GB per year	\$0.16	90
132-32	Brightcove	47-3TS-25K-DF	Additional Delivery Fee - per GB for up to 25,000 GB per year	\$0.41	90
132-32	Brightcove	47-3TS-25k-GB	Additional Managed Content Fee - per GB per month for 10,001-25,000 GB	\$0.42	90
132-32	Brightcove	47-3TS-30U	Enterprise 5 Platform Subscription - per year including 2.4 million streams / 10 TB delivery / 3TB managed content / 30 users / 5 accts.	\$43,671.54	90
132-32	Brightcove	47-3TS-360M	Additional Stream Fee - per 1000 streams for 240,000,001 - 360,000,000 streams per year	\$1.05	90
132-32	Brightcove	47-3TS-375K- GB	Additional Delivery Fee - per GB for 250,001-375,000 GB per year	\$0.14	90
132-32	Brightcove	47-3TS-4.8M	Additional Stream Fee - per 1000 streams for up to 4,800,000 total streams per year	\$3.88	90
132-32	Brightcove	47-3TS-480M	Additional Stream Fee - per 1000 streams for 360,000,001 - 480,000,000 streams per year	\$1.01	90
132-32	Brightcove	47-3TS-500K- GB	Additional Delivery Fee - per GB for 375,001-500,000 GB per year	\$0.13	90
132-32	Brightcove	47-3TS-50k-DF	Additional Delivery Fee - per GB for 25,001-50,000 GB per year	\$0.36	90

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SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-32	Brightcove	47-3TS-50K-GB	Additional Managed Content Fee - per GB per month for 25,001-50,000 GB	\$0.35	90
132-32	Brightcove	47-3TS-50K- GB+	Additional Managed Content Fee - per GB per month for 50,000+ GB	\$0.29	90
132-32	Brightcove	47-3TS-50U	Enterprise 10 Platform Subscription - per year including 2.4 million streams / 10TB delivery / 3 TB managed content / 50 users / 10 accts.	\$48,523.93	90
132-32	Brightcove	47-3TS-5k-GB	Additional Managed Content Fee - per GB per month for up to 5,000 GB	\$0.63	90
132-32	Brightcove	47-3TS-600M	Additional Stream Fee - per 1000 streams for 480,000,001 - 600,000,000 streams per year	\$0.97	90
132-32	Brightcove	47-3TS-60M	Additional Stream Fee - per 1000 streams for 24,000,001-60,000,000 total streams per year	\$1.84	90
132-32	Brightcove	47-3TS-720M	Additional Stream Fee - per 1000 streams for 600,000,001 - 720,000,000 streams per year	\$0.93	90
132-32	Brightcove	47-3TS-75U	Enterprise 25 Platform Subscription - per year including 2.4 million streams / 10 TB delivery / 3TB managed content / 75 users / 25 accts.	\$63,081.11	90
132-32	Brightcove	47-3TS-90M	Additional Stream Fee - per 1000 streams for 60,000,001-90,000,000 total streams per year	\$1.45	90
132-32	Brightcove	47-3TS-960M	Additional Stream Fee - per 1000 streams for 720,000,001 - 960,000,000 streams per year	\$0.91	90
132-32	Brightcove	47-3TS-ACCT1	Additional Enterprise Account Fee - per year for 1 account	\$11,645.74	90
132-32	Brightcove	47-3TS- ACCT100	Additional Users Fee - per user per year for 51-100 users	\$475.54	90
132-32	Brightcove	47-3TS- ACCT200	Additional Users Fee - per user per year for 101-200 users	\$329.96	90
132-32	Brightcove	47-3TS- ACCT200+	Additional Users Fee - per user per year for 200+ users	\$232.92	90
132-32	Brightcove	47-3TS-ACCT30	Additional Users Fee - per user per year for 11-30 total users	\$970.48	90
132-32	Brightcove	47-3TS-ACCT50	Additional Users Fee - per user per year for 31-50 total users	\$679.34	90
132-32	Brightcove	47-4TS-GEO	Quova Geo-Filtering - per customer per year	\$14,557.18	90
132-32	Brightcove	47-5TS-3MO	Pro Platform Agency Campaign Subscription - 1-10 on-demand videos for 3 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$5,822.87	90

SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-32	Brightcove	47-5TS-6MO	Pro Platform Agency Campaign Subscription - 1-10 on-demand videos for 6 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$10,190.03	90
132-32	Brightcove	47-6TS-3MO	Pro Platform Agency Campaign Subscription - 11-25 on-demand videos for 3 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$7,278.59	90
132-32	Brightcove	47-6TS-6MO	Pro Platform Agency Campaign Subscription - 11-25 on-demand videos for 6 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$13,101.46	90
132-32	Brightcove	47-7TS-3MO	Pro Platform Agency Campaign Subscription - 26-50 on-demand videos for 3 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$8,734.31	90
132-32	Brightcove	47-7TS-6MO	Pro Platform Agency Campaign Subscription - 26-50 on-demand videos for 6 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$15,721.75	90
132-32	Brightcove	47-8TS-3MO	Pro Platform Agency Campaign Subscription - 51-100 on-demand videos for 3 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$11,645.74	90
132-32	Brightcove	47-8TS-6MO	Pro Platform Agency Campaign Subscription - 51-100 on-demand videos for 6 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$20,962.34	90
132-32	Brightcove	47-9TS-3MO	Pro Platform Agency Campaign Subscription - 101-200 on-demand videos for 3 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$14,557.18	90
132-32	Brightcove	47-9TS-6MO	Pro Platform Agency Campaign Subscription - 101-200 on-demand videos for 6 mos unlimited streams and delivery - 1 account - 1 agency client brand	\$26,202.92	90

SIN	Mfg	Mfg Part #	Product Description	GSA	Warranty
132-52	Red Hat	MCT0696	Red Hat Master Directory Server Premium Annual Subscription (RHEL)	\$12,966.53	30 days
132-52	Red Hat	MCT0697	Red Hat Certificate System Premium Annual Subscription (Minimum of 5000 subscriptions)	\$5.54	30 days
132-52	Red Hat	MCT0818	Red Hat Master Directory Server Premium Annual Subscription (Solaris)	\$12,966.53	30 days
132-52	Red Hat	MCT0824	Red Hat Replica Directory Server Premium Annual Subscription (Solaris)	\$2,593.31	30 days
132-52	Red Hat	MCT0826	Red Hat Replica Directory Server Premium Annual Subscription (RHEL)	\$2,593.31	30 days
132-52	Red Hat	MCT0840	Red Hat Certificate System Starter Pack (first 500 managed certificates; \$6/certificate above 500)	\$8,644.35	30 days
132-52	Red Hat	MCT0842	Red Hat Certificate System Starter Pack (first 500 managed certificates;\$6/certificate above 500) Solaris-	\$8,644.35	30 days
132-52	Red Hat	MCT0954	Red Hat Enterprise Directory Server Small Business Bundle	\$4,322.18	30 days
132-52	Red Hat	MCT0955	Red Hat Enterprise Directory Server Small Business Bundle w/ Red Hat Enterprise Linux	\$7,779.92	30 days
132-52	Red Hat	MCT0983	Red Hat Enterprise Linux Advanced Platform, Premium	\$2,171.06	30 days
132-52	Red Hat	SERVCPUSUB	Red Hat Enterprise Server Premium Annual Subscription (Per CPU)	\$1,603.21	30 days